



**STATE OF MISSOURI  
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
INVITATION FOR BID  
AMENDMENT 001**

**IFB NO:** P.L. 105-220-05 Workforce Investment Act of 1998 **CONTACT PERSON:** Alice Kirsch

**TITLE:** Adult Education and Literacy Program

**PHONE NUMBER:** (573) 751-2571

**ISSUE DATE:** January 5, 2005

**E-MAIL:** Alice.Kirsch@dese.mo.gov

**RETURN BID NO LATER THAN:** 4:00 PM, March 31, 2005

**MAILING INSTRUCTIONS:** Print or type IFB **Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

<b>RETURN BID TO:</b>	<b>DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION ADULT EDUCATION AND LITERACY SECTION ATTN: AEL IFB 205 JEFFERSON STREET PO BOX 480 JEFFERSON CITY MO 65102-0480</b>
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**CONTRACT PERIOD:** July 1, 2005 thru June 30, 2006 with renewals see 2.3.1A

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

Department of Elementary and Secondary Education  
Adult Education and Literacy Section  
205 Jefferson Street PO Box 480  
Jefferson City, MO 65102

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation For Bid. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Department or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the contractor and the Department.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE	DATE

**The following amendments and comments are made to the Adult Education and Literacy (AEL)  
Program Invitation for Bid**

**Information for Bid document**

**Signature/contracts information page:**

When submitting the application use the new page 1 with “Amendment 001” in the upper left hand cover that is included herein. The bidder must complete and sign page 1 of Amendment 001 and return with bid. Use the “Amendment 001” page signifies your agreement to the changes on the Invitation for Bid.

**Entire document:**

The term “Served District” is replaced with “Established Program Applicants”. Established Program Applicants are those programs that currently receive AEL funds.

The term “Un-Served District” is replaced with “New Program Applicants”. New Program Applicants are applicants that currently receive no AEL funds.

**Page 12, Section 3.2.7 has been revised to read:**

**3.2.7 Budget and Funding Formula:**

All applicants must complete the core funding, performance funding, data collection, and distance learning calculators. The remaining calculators must be completed if applicable. All applicants must complete the FY’2006 AEL Budget Worksheet. Applicants that are established programs will use historical data to complete the formula (Established Program Applicants).

New applicants with no documented history but in an established program area will automatically utilize the numbers generated by the established program for all calculators and worksheets. Follow instructions for Established Program Applicants.

New Program Applicants applying for a program with no history are to fill in the required budget templates with estimates. The funding calculations for new program applicants seeking subsequent renewals for the second and third year will be based on actual program data. Funding for approved bids is based upon the following:

**Page 14, Section 3.2.7 B,** under Heading 1 which now reads Established Program Applicants, the last sentence has been changed to read:

The performance funding will be calculated from the total number of individuals multiplied by the attainment rate for each performance measure from Fiscal Year 2004 (July 1, 2003 to June 30, 2004).

**Section 3.2.7 D (pages 15-19) has been replaced.** The Information for Bid Budget file has been amended to reflect these changes.

**Invitation for Bid Application document**

**Page 2, Section 3.2.3 A**, last sentence should read as follows:

List planned School Districts and Institutions to be served with class sites: [Insert up to 4 lines of text here]

**Invitation for Bid Budget document**

The printed headers on the Invitation for Bid Budget document have been changed from 3.2.8 to 3.2.7.

## **1. Introduction and General Information**

### **1.1 Introduction:**

- 1.1.1 This document constitutes a request for competitive, sealed bids for the Adult Education and Literacy Program.
- 1.1.2 Organization - This document, referred to as an Invitation For Bid (IFB), is divided into the following parts:
  - A. Introduction and General Information
  - B. Contractual Requirements
  - C. Bid Submission Information
  - D. Budget Page
  - E. Exhibits/Attachments as required
  - F. Terms and Conditions

### **1.2 Pre-Bid Conference:**

- 1.2.1 A pre-bid conference regarding this Invitation For Bid will be held on January 25, 2005, in the Secretary of State Office Building located at 600 West Main, Jefferson City, Missouri at 9:00 AM.
- 1.2.2 All potential contractors are encouraged to attend this conference in order to ask questions and provide comments on the IFB. Information relating to this IFB will be discussed in detail. Contractors are encouraged to attend and should bring a copy of the IFB since it will be used as the agenda for the pre-bid conference. Attendance is not required in order to submit a bid.
- 1.2.3 Contractors are strongly encouraged to advise the Department within five (5) working days of the scheduled pre-bid conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be considered.

### **1.3 Background Information:**

Based on the 2000 Census, about 958,777 Missouri adults aged 16 years and older and not enrolled in school did not possess a high school credential. This represents 22.11% of the total population of the state of Missouri. In addition, as defined by the National Literacy Act of 1991, nearly 400,000 people in Missouri are considered to be functionally illiterate based on the following definition of literacy:

"Literacy means an individual's ability to read, write, and speak in English, and to compute and solve problems at levels of proficiency necessary to function on the job and in society, to achieve one's goals, and develop one's knowledge and potential."

- 1.3.1 The purpose of the Adult Education and Literacy program is to:
  - A. Improve the literacy skills of adults, thereby assisting them in obtaining the knowledge and abilities necessary for employment and self-sufficiency;
  - B. Assist adults to become literate and obtain the educational skills necessary to become a full partner in the educational development;

C. Assist adults in the completion of a secondary school education.

- 1.3.2 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

## **2. Contractual Requirements**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall develop and implement Adult Education and Literacy (AEL) services within a specified service area.

- 2.1.2 The smallest geographical area approvable for service delivery is one school district. However, one geographical area may have multiple service providers if:

A. The total population exceeds 20,000 eligible students, or

B. Different service providers serve different populations.

Only one program per geographical area will be funded, with the exception of the aforementioned conditions. Multiple programs serving the same geographical area should negotiate a cooperative service agreement. If a cooperative service agreement cannot be negotiated between local service providers, the Department reserves the right to contact bidders for clarification of the bid to determine the most cost effective and best plan to serve eligible participants.

- 2.1.3 Entities that are eligible to receive funds contracted by this Invitation For Bid (IFB) are:

- A. Local education agencies;
- B. Community-based organizations;
- C. Volunteer literacy organizations;
- D. Institutions of higher education;
- E. Public or private nonprofit agencies;
- F. Libraries;
- G. Public housing authorities;
- H. A nonprofit institution that is not described in A through G above and has the ability and financial stability to provide literacy services to adults and families; and
- I. A consortium of any otherwise eligible agencies, organizations, institutions, libraries, or authorities described in A through G above.

The Department will consider those applicants who have demonstrated effectiveness. Demonstrated effectiveness is defined as the capability to recruit and serve educationally disadvantaged adults as defined in 2.2.1, particularly in areas with a high proportion of adults who do not have a certificate of graduation from a school providing secondary education or its equivalent.

### **2.2 Activity Plan Development Requirement:**

- 2.2.1 Bids must reflect the applicant's ability to develop and operate a comprehensive Adult Education and Literacy program that serves the specific needs of a target population of individuals who:

- A. Have attained sixteen (16) years of age;
- B. Do not have a high school diploma, a GED, or the basic academic skills necessary to obtain and retain full-time meaningful employment; and
- C. Are not currently enrolled in any secondary school.
- D. The eligible provider must be prepared to offer services in one or more of the following categories:
  - 1. Comprehensive Adult Education and Literacy
  - 2. English Literacy Programs - English as a Second Language (ESL)
  - 3. One-Stop Career Centers
  - 4. Family Literacy – See 3.3 State Plan, 231(b) of WIA
  - 5. Special Populations

2.2.2 The contractor shall agree and understand that the state agency shall have complete and total approval authority of the contractor's program or any part thereof and shall have the expressed right to modify, change, or delete all or any part of the plan at any time.

### **2.3 Program Implementation Requirements:**

2.3.1 The contractor shall implement and satisfy all requirements of the detailed program. The contractor shall perform those requirements assigned to the contractor and shall oversee and manage all other requirements of the program to insure that all requirements of the plan as approved by the state agency are performed and accomplished. Only those activities specifically approved in the plan shall be performed, including, but not necessarily limited to, the activities listed below.

- A. The services shall be provided during the period of July 1, 2005 to June 30, 2006. The contract is for one (1) year with two (2) one-year renewals contingent on satisfactory performance; funding availability; and elements within the Workforce Investment Act (WIA).
- B. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period.
- C. Contractors are advised that no more than 5% of requested AEL Contract funds may be used for administration; however, an additional 16% may be requested and, if approved, used for administrative use. The total allowable percentage of funds that can be utilized for administration is 21% of the total budget.
- D. Student progress must be measured by pre-testing and post-testing each adult student enrolled. The tests to be used shall be the Tests of Adult Basic Education or Comprehensive Adult Student Assessment System. Adult students will be tested in the areas of reading language or mathematics to determine program impact on the students. In addition, programs must meet the following requirements:
  - 1. A minimum of 80% of all students enrolled will be pre-tested.
  - 2. A minimum of 25% of all students enrolled will be post-tested.

All programs shall use the state Adult Education and Literacy Management Information System to report participants' demographics, assessment, and exit data required by the National Reporting System.

- E. Approved applicants must employ AEL certified teachers before a program of instruction may begin. AEL certified teachers must provide supervisory assistance to literacy volunteers, workplace readiness providers, and other non-certified program staff.
- F. To ensure coordination and collaboration at the local level, each program must have an advisory committee. Collaborative partners to include within the advisory committee may include, but is not limited to:
  - 1. Representatives of public libraries;
  - 2. Workforce Investment Act (WIA) local entities;
  - 3. Even Start/Family Literacy programs;
  - 4. Volunteer literacy groups;
  - 5. Public schools;
  - 6. Caring Communities programs; and
  - 7. Local welfare, social services, and economic development staff.

- 2.3.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

## **2.4 Reporting Requirements:**

- 2.4.1 The contractor shall submit the reports identified hereinafter to the Department along with any other reports which may be deemed necessary to improve the reporting of data to the National Reporting System.

Required Adult Education and Literacy Award program reports include: enrollment and testing information, contact hour performance, financial report, equipment inventory and other reports as required by the State Director of Adult Education and Literacy. Failure to submit such data is deemed sufficient cause of termination of funding.

- 2.4.2 All reports and data must be submitted to the Department using the electronic system established for all Adult Education Programs at intervals to be determined by the Office of the State Director of Adult Education and Literacy.

## **2.5 Financial Requirements:**

- 2.5.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state. These records must be made available at all reasonable times to the State agency and/or its designees during the contract period and any renewal period, and for five (5) years from the date of final payment on the contract or contract renewal period.
- 2.5.2 The contractor shall permit governmental auditors and authorized representatives of the State to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees

that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

2.5.3 The contractor shall agree and understand that the State of Missouri **does not make advanced payments to the** contractor for any services performed or goods purchased or provided.

- A. The contractor must insure that all services have been provided or obligated prior to submitting an invoice to the state agency for payment/reimbursement from the state agency.
- B. The contractor shall agree and understand that any amount funded per the contract is subject to appropriations made by the General Assembly and signed into law by the Governor. In addition, the total budget amount described herein is also subject to reduction by executive order and or by administrative policy of the state agency when deemed in the best interest of the Department. Therefore, the Department does not guarantee that any amount of funds will be spent in accordance with the contract.

## **2.6 Experience and Reliability Requirements:**

2.6.1 Experience and reliability of the bidder's organization are considered subjectively in the evaluation process. Documented reference information should be on file and include such things as:

- References
- Resumes (names, addr. etc.)
- Admin. expertise & financial resources
- Each proposed physical class site address

Documented information as to the bidder's administrative expertise and financial resources should be readily available if the Department wishes this additional information.

## **2.7 Invoicing and Payment Requirements:**

2.7.1 In order to obtain reimbursement for expended funds, the contractor must adhere to the following guidelines:

- A. Prior to the initiation of a reimbursable local Adult Education and Literacy (AEL) program, a budget agreement will be entered into by and between the local adult educational program and the Department. These agreements will be for the current fiscal year and must be resubmitted each year. The budget agreements will indicate the categories in which expenditures are authorized and the maximum amount authorized for expenditures in each category. The agreement may be amended by subsequent supplementary agreements. Reimbursement from state and/or federal funds will be made for the period covered by the budget agreement not to exceed the amount authorized in specific categories.
- B. Payment will be made quarterly to the local education agency unless a different arrangement is requested and approved in writing prior to the contract being awarded.



- C. The final payment will be made after the Expenditure Report is submitted to the State Director of Adult Education and Literacy on or before May 15. Final adjustment will be made on or before July 10 of the following fiscal year.
  - D. Expenditures made prior to the approval dates are not reimbursable.
  - E. Expenditures and/or legal obligations made during the contract period must be paid prior to June 30 of the fiscal year. Exceptions must be approved by the Department.
- 2.7.2 The firm, fixed price shall constitute the total amount due the contractor for all services specified in the requirements of this document unless services are specifically listed as reimbursable in the paragraph related to reimbursements, below:
- A. On the face of each expenditure report, the contractor must identify the program name, tax identification number, (if applicable), and actual incurred expenses.
  - B. Upon receipt and approval of a properly prepared expenditure report and all required reports and documentation, the state agency shall reimburse the contractor the allowed expenses according to the approved budget page on the Adult Education and Literacy Bids.
- 2.7.3 Other than the approved expenditures on the budget page, no other payment or reimbursements shall be made to the contractor for any reason whatsoever.

## **2.8 Other Contractual Requirements:**

- 2.8.1 Contract Period: The original contract period shall be as stated in the Invitation For Bids (IFB). The contract shall not bind, nor purport to bind, the department for any contractual commitment in excess of the original contract period.
- 2.8.2 Termination/Cancellation: The Department reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, the following shall apply:
- A. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
  - B. As directed by the Department, the contractor shall either cancel all open commitments previously made per the contract or (without entering any new commitments) shall continue with execution of such open commitments.
    - 1. If the open commitments are cancelled, the Department shall pay all costs (including penalties) resulting from the cancellation.

2. If such commitments continue to be executed, the contractor shall be entitled to be paid for the contractor's services pursuant to the requirements of the contract, as if such cancellation had not occurred.

The Department also reserves the right to cancel the contract at any time for a breach of any contract obligation or non-compliance with applicable state and/or federal laws, regulations, assurances or policy statements by providing the contractee with a written notice of such cancellation. Should the Department exercise its right to cancel the contract for such a reason, the cancellation shall become effective on the date specified in the notice of cancellation sent to the contractee.

2.8.3 Property of Department: The contractor shall agree and understand that all deliverables developed as a result of the contract, shall become the property of the Department with all rights and interests for present and future use as deemed appropriate by the Department.

- A. The contractor shall be responsible for obtaining copyrights as appropriate in the name of the Department as instructed and approved by the Department. If approved, the contractor shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.
- B. The contractor shall maintain an up-to-date equipment inventory of capitol outlay items costing \$1,000.00 or more which have been purchased with funds from this contract. This inventory shall be current and available for review and audit at all times.
- C. The Department shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the department agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.
- D. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the department.
- E. The contractor shall defend, indemnify and hold harmless the Department, including its officers, agents, employees and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets or unfair competition concerning or arising from the contractor's performance or products produced under the terms of the contract.

2.8.4 Contractor Liability: The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the Department, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the Department,

including its employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

A. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its employees, and assignees.

2.8.5 Insurance: The contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Department, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.8.6 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Department. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the department, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8.7 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department throughout the effective period of the contract.

2.8.8 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors.

2.8.9 Transition: Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the Department.

A. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by

the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

1. The contractor shall deliver, FOB destination, all records, documentation, etc., which were required to be produced under the terms of the contract.
2. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
3. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to insure the completion of such service prior to the expiration of the contract.

### **3. Bid Submission Information**

#### **3.1 Submission of Bid:**

- 3.1.1 Electronic submission of bid through the on-line bidding web site is not available for this IFB. Faxed bids will not be accepted for this IFB.

When submitting a bid, the bidder must mail a compact disc (CD) with the completed bid saved to it using software compatible with Microsoft Office and two (2) copies of page one (signature page) from the IFB with original signatures.

- 3.1.2 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.
- 3.1.3 Bidder's Contacts: Contractors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc. to the contact person indicated on the first page of this IFB. Contractors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Contractors and their agents who have questions regarding this matter should contact the contact person.

#### **3.2 Evaluation Process:**

- 3.2.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation For Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria and detailed narrative description of activities to satisfy each criterion listed below. Strategies/activities must be described for each item below. Please be specific and include examples to illustrate techniques and/or procedures that will be used.

- |    |                                  |           |
|----|----------------------------------|-----------|
| A. | Demonstrated Effectiveness       | 10 Points |
| B. | Needs Assessment and Recruitment | 15 Points |

C.	Addressing Target Population Needs	30 Points
D.	Program Operation	30 Points
E.	Community Collaboration & Partnerships	10 Points
F.	Budget	5 Points
Total		100 Points

### **3.2.2 Demonstrated Effectiveness:**

This section of the narrative gives the applicant an opportunity to provide compelling evidence that the proposed program will be successful. Although outcomes cannot be guaranteed, a level of confidence for potential success needs to be conveyed.

See Section 3.2.2 of the Bid Application

### **3.2.3 Needs Assessment and Recruitment:**

The purpose of this section is to demonstrate that there is an opportunity or educational need for the proposed program/project. Each bid will be evaluated to determine the extent to which the bid addresses the specific needs of the target population. Priority will be given to applicants serving multiple audiences. Using local, state, and federal data, document the need for the program/project.

See Section 3.2.3 of the Bid Application

### **3.2.4 Addressing Target Population Needs:**

The program design should be easily understood, with clear descriptions of the proposed project, including the target population and proposed services. The program design should be student centered. The narrative should provide specific details as to how the contract award program will serve one or more of the following:

See Section 3.2.4 of the Bid Application

### **3.2.5 Program Operation:**

Each bid will be reviewed to determine the quality of the program design and plan of operation, including the extent to which the program is comprehensive.

The applicant shall describe the program's plan for meeting and exceeding the three (3) federal core indicators using research-based best practices. The core indicators are:

- Core Indicator 1, Literacy Skills: Demonstrate improvements in literacy skill levels in reading, writing, and speaking the English Language, numeracy, problem solving, English Language acquisition, and other literacy skills.
- Core Indicator 2, Placement: Placement in, retention in, or completion of postsecondary education, training, unsubsidized employment or career advancement.
- Core Indicator 3, Receipt of Secondary Diploma or Equivalent: The total number of adults enrolled who earned a high school diploma or equivalent.

See Section 3.2.5 of the Bid Application

### **3.2.6 Community Collaboration & Partnerships:**

Describe your collaboration with other resources in the community. The description should include links with elementary and secondary schools, postsecondary schools, Missouri Career Centers (one-stop shops), job training programs, and social service agencies. **[Special Note: As the Workforce Investment Act is implemented it will be necessary for the local program to negotiate a Memorandum of Understanding. (See Missouri State Plan 9.2.2)]**

See Section 3.2.6 of the Bid Application

### **3.2.7 Budget and Funding Formula:**

All applicants must complete the core funding, performance funding, data collection, and distance learning calculators. The remaining calculators must be completed if applicable. All applicants must complete the FY'2006 AEL Budget Worksheet. Applicants that are established programs will use historical data to complete the formula (Established Program Applicants).

New Program Applicants with no documented history but are in an established program area will automatically utilize the numbers generated by the established program serving the district for all calculators and worksheets. Follow instructions for Established Program Applicants.

New Program Applicants applying for a program with no history are to fill in the requirements with estimates. The funding calculations for New Program Applicants seeking subsequent renewals for the second and third year will be based on actual program data. Funding for approved bids is based upon the following:

See Bid Budget Excel spreadsheet.

#### **A. Core Funding (See Figure 1)**

The core funding formula provides the bulk of Missouri's AEL funding through a formula driven by instructional time. The funds are distributed to contractees on a contact-hour basis, and are intended to support "core" instructional and operational activities.

To maintain a fair and equitable funding formula, the "core" must be sufficient to support basic program operations. Therefore, the core funding calculations will be based on the previous four years' totals of audited contact hours. Fifty percent (50%) of the calculation will be based on each local program's total number of audited contact hours from the previous year. The remaining fifty percent (50%) of the calculation will be based on each local program's previous three-year average (preceding the previous year) of the total number of audited contact hours.

#### **1. Established Program Applicants**

Core funding is at a \$2.70 rate for public programs and \$2.20 rate for institutionalized programs. The Fiscal Year 2006 core funding calculations will be based on previous year's totals of audited contact hours. Fifty percent (50%) of the funding formula will be based on each local program's total number of audited contact hours from Fiscal Year 2004.

**Example:** 12,000      FY2004 Total Audited Contact Hours  
                   x \$1.35      50% of the \$2.70 Core Funding Rate  
                   **\$16,200**

The remaining fifty percent (50%) of the funding formula will be based on each local program's previous three-year average of the total number of audited contact hours.

**Example:** 11,000      FY 2003 Total Audited Contact Hours  
                   10,000      FY 2002 Total Audited Contact Hours  
                   9,000      FY 2001 Total Audited Contact Hours  
                   **10,000**      **3-Year Average**  
                   x \$1.35      50% of the \$2.70 Core Funding Rate  
                   **\$13,500**  
                   **\$29,700**      **Total Core Funding for FY 2006**

Applicants with no institutional contact hours must leave the contact hours for Institutionalized Contact Hours at 0. If your program does have institutionalized hours, the hours must be separated between the contact hours that are public and the contact hours that are institutionalized.

## 2. New Program Applicants

New applicants bidding for the Adult Education and Literacy Grant must estimate the number of contact hours that will be generated for the upcoming Fiscal Year. Insert the estimated number of contact hours in the previous year column. Insert that estimated number of contact hours in the 1, 2, and 3 Years Ago columns.

Until the history of the exact number of contact hours for Core Funding is established from the auditing process, the budget will be based on the estimated amount of contact hours. If the estimated amount of core funding is higher than the actual number of contact hours generated, the payment for the program will be based on the actual number of contact hours that are generated. If more contact hours are generated than estimated, no additional funding will be received.

**Figure 1**

THE CORE FUNDING CALCULATOR WITH INSTITUTIONALIZED				
Public Contact Hour Rate	<b>\$2.70</b>	Institutionalized Contact Hour Rate	<b>\$2.20</b>	
Fiscal Year	Previous Year	1 Year Ago	2 Years Ago	3 Years Ago
Public Contact Hours	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Institutionalized Contact Hours	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Three Year Average			<b>0</b>	
Institutionalized Three Year Average			<b>0</b>	
Public Core Funding	<b>\$0</b>			
Institutionalized Core Funding	<b>\$0</b>			
Total Core Funding	<b>\$0</b>			

**See Core tab of the Bid Budget to complete this calculator.**

## B. Performance Funding (See Figure 2)

### 1. Established Program Applicants

The performance funding formula is based on the number of individuals who attained success through AEL programs and services. The best measures of AEL student progress are related to established performance measures. The recognized measures are GED Attainment and Literacy Level Advancement. The performance funding will be calculated from the total number of individuals multiplied by the attainment rate for each performance measure from Fiscal Year 2004 (July 1, 2003 to June 30, 2004).

### 2. New Program Applicants

New applicants bidding for the Adult Education and Literacy Grant must estimate the levels of advancement that will be completed for the upcoming Fiscal Year. Insert the estimated number of students advancing in the Students Advancing column. Until the history of the exact number of students progressing is established from the data collection process, the budget will be based on the estimated amount. If the estimated amount is higher than the actual numbers of students advancing, the payment will be based on the actual number of students advancing. If the number of students advancing is more than estimated, no additional funding will be received.

Figure 2

THE PERFORMANCE FUNDING CALCULATOR			
Levels of Advancement	Amount	Students Advancing	Total
AEL Level 1 Completion	\$200	0	\$0
AEL Level 2 Completion	\$150	0	\$0
AEL Level 3-5 Completion	\$75	0	\$0
GED	\$150	0	\$0
Levels of Advancement	Amount	Students Advancing	Total
ESL Level 1 Completion	\$250	0	\$0
ESL Level 2 Completion	\$175	0	\$0
ESL Level 3-5 Completion	\$100	0	\$0
Total Federal Performance	\$0		
Total State Performance	\$0		
Total Performance Funding	\$0		

See Performance tab of the Bid Budget to complete this calculator.



### C. Data Collection (See Figure 3)

#### 1. Established Program Applicants

The funding allocations will be based on each local AEL program's previous three-year average of enrollment numbers. The Department of Corrections is not eligible for data collection funding.

#### 2. New Program Applicants

New applicants bidding for the Adult Education and Literacy Grant must estimate the number of students that will be enrolled in the program for the upcoming Fiscal Year. Insert the same estimated number of students in the Fiscal Years 2002, 2003, and 2004 columns. Until the history of the exact number of students enrolled is established from the data collection process, the budget will be based on the estimated amount. If the estimated amount is higher than the actual number of students enrolled, the payment will be based on the actual number of students enrolled. If the number of students enrolled is more than estimated, no additional funding will be received.

Figure 3

DATA COLLECTION CALCULATOR				
	FY 04	FY 03	FY 02	Three Year Average
Number Enrolled	0	0	0	0
Total Enrollment (3 Yr. Avg.)	Data Collection Allocation			
1 - 149	\$500			
150 - 299	\$1,000			
300 - 499	\$2,500			
500 - 699	\$5,000			
700 - 899	\$7,500			
900 - 1,099	\$10,000			
1,100 - 1,499	\$15,000			
1,500 - 2,499	\$20,000			
2,500 - 10,000	\$25,000			
Total Data Collection Allocation			\$0	

See Data tab of the Bid Budget to complete this calculator.

### D. Distance Learning (See figure 4a)

#### 1. Established Program Applicants

The local funding allocations will be based on each local AEL program's previous three-year average of total expenditures.

## 2. New Program Applicants

New applicants bidding for the Adult Education and Literacy Grant must add the dollar amounts of Total Core Funding from the Core Funding Calculator, Total Performance Funding from the Performance Funding Calculator, and the Total Data Collection Allocation from the Data Collection Calculator. On the Distance Learning Calculator, find the range of expenditures in which your estimated expenditure falls. Add the Local Distance Learning Allocation to your estimated expenditure. Insert this number into the Fiscal Years 2002, 2003, and 2004 columns. Until the history of expenditures is established from actual expenditures, the budget will be based on the estimated amount. If the estimated amount is higher than the actual Total State Distance Learning Allocation, the payment will be for actual total allowable expenditures. If the actual Total State Distance Learning Allocation is higher than what is estimated, no additional funding will be received. The total allowable expenditures will be based on actual numbers of contact hours for core funding, students advancing for performance funding, and students enrolled for data collection.

**Example:** Add the amounts that are generated from the estimated numbers from the Core Funding, Performance Funding and Data Collection Calculators. Note that the numbers in this example are here for example.

Total Core Funding	\$29,750
+Total Performance Funding	\$50,000
+Total Data Collection Allocation	\$ 5,000
Range of expenditures	\$84,750

\$84,750 is in the \$25,000-\$99,000 range that receives the Local Distance Learning Allocation of \$3,250. Add this \$3,250 to the \$84,750 and place the total amount of \$88,000 as the Fiscal Years 2002, 2003, and 2004 columns.

### **THE FOLLOWING GUIDELINES APPLY TO BOTH ESTABLISHED PROGRAM APPLICANTS AND NEW PROGRAM APPLICANTS.**

#### **a. GED Online Program Equipment, Connectivity, and Software Requirements**

The distance learning allocation is targeted specifically for online students. All purchases must reflect online use by students and/or teachers. This allocation may only be used to provide:

- (1) Computer access for the Online teacher, and be available 24 hours a day/7 days a week. This computer may be a laptop which the teacher can check out and transport between home and school.
- (2) Equipment support or backup for computer problems.
- (3) Printer for computer.
- (4) Microsoft Office software -- Office 98 or newer.
- (5) Internet access. If computer is used at home, Internet services for site and home use should be provided. Technology allocation may be used to fund this service.

#### **b. Distance Learning Allocation Uses**

- (1) Technology money is to be spent for program improvements in the area of Online teacher and student use.
- (2) Acceptable expenditures would be for:
  - i. existing hardware upgrades and infrastructure (routers, switchboxes, etc),

- ii. additional computers with Internet connectivity for student use to access the GED Online classroom
- iii. additional computers/laptops and Internet connectivity for Online Teacher

**THE FOLLOWING INSTRUCTIONS FOR COMPLETING SECTIONS (C)GED ONLINE INSTRUCTION AND (D)WORKPLACE ESSENTIAL SKILLS AND GED CONNECTIONS APPLY TO BOTH 1. ESTABLISHED PROGRAM APPLICANTS AND 2. NEW PROGRAM APPLICANTS.**

**c. GED Online Instruction (See figure 4b).** GED Online is available for all current and prospective Missouri students. The program is designed to offer instruction that can be used exclusively at a distance or to enhance instruction done in the classroom. Students can enroll dually in the local classroom and in the GED Online classroom. Programs can offer the use of their Internet ready computers to students who wish to enroll in GED Online and can also provide additional help to these same students as needed. Adult learners who choose distance learning options will be placed into the GED Online classroom which utilizes SkillsTutor, BLS Tutorsystems, and GED curriculum. The classroom placement is made as a result of the TABE testing the student completes in the local site classroom.

**(1) GED Online Teacher Qualifications/Selection** (Experienced and New Teacher Salary) Maximum allocation = \$8000.00/teacher.

This allocation provides funding for salary and training for those teachers who will provide the actual online instruction. Directors should submit names of teachers who are willing to teach online and who have both the willingness and the requisite skills to work online.

Teachers working through the GED Online classroom must:

- i. Provide a letter of commitment from the instructor including name, email address, years of experience in adult education, experience with computers, web navigation and applications.
- ii. Provide a schedule of daily AEL assignments, and a projection of when distance learning will fit into this schedule. Teacher applicants should plan on time each day to work with students.
- iii. Have working knowledge of email, attachments, and Microsoft Office software - including Word and Excel.
- iv. Attend all days of training, including 2 days of initial training and 2 call backs.
- v. Provide orientation to students within the GED Online classroom.
- vi. Work with on site teachers to facilitate face-to-face orientation. On site orientation and testing, plus the online instruction will allow the student to be qualified as a 12 hour student in the local program, and also will allow performance funding to count for that student.
- vii. Deliver distance learning.
- viii. Participate in regular communication with Distance Learning Coordinator (DLC), Regional Systems Administrator (RSA) and other DL teachers.
- ix. Collect and report evaluation data.

All teacher applicants should exhibit the qualities and skills listed above. Program directors should consider submitting more than one teacher name for this allocation. Not all teacher names submitted will be funded.

**(2) GED Online Teacher Training = \$500/teacher maximum.**

This allocation funds travel expenses for new and experienced GED Online Teachers. Training will focus on distance learning processes and online classroom management.

- d. Workplace Essential Skills and GED Connections\* (See figure 4c).** Videos, materials and training may be for use in the local classroom. In addition, many local libraries have these materials and tapes available, and students may need additional tutoring help. PBS stations are also running the videos (same as tapes supplied). You may wish to recruit prospective students in conjunction with the local library and PBS sources.

**(1) Workplace Essential Skills and GED Connections Teacher Qualifications**

Teachers working through the GED Online classroom must:

- i. Deliver instruction using WES and GEDC materials and tapes.
- ii. Be proficient in use of Microsoft Excel.
- iii. Provide letter of commitment from the instructor including name, email address, years of experience in adult Education, and willingness to implement new curriculum into classroom instruction.
- iv. Attend a minimum of two days of training.
- v. Participate in regular communication with Distance Learning Coordinator (DLC) and other DL teachers.
- vi. Collect and report evaluation data.

**(2) Workplace Essential Skills and GED Connections**

Maximum allocation = 500.00/teacher--for salary and training expenses only.

Includes these components:

- i. GED Connections text materials
- ii. Workplace Essential Skills text materials
- iii. Teachers Guide
- iv. Video tapes for GEDC/WES texts
- v. Training for use of materials and tapes
- vi. Includes funding for travel and lodging for training

\* THE FOLLOWING IS CONTINGENT ON STATE CONTRACT AVAILABILITY.

Figure 4

DISTANCE LEARNING CALCULATOR - FIGURE 4a																		
	FY 04	FY 03	FY 02	Three Year Average														
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00														
<table border="1"> <thead> <tr> <th>Total Expenditure (3 Yr. Avg.)</th> <th>Local Distance Learning Allocation</th> </tr> </thead> <tbody> <tr> <td>\$1 - \$9,999</td> <td>\$1,000</td> </tr> <tr> <td>\$10,000 - \$24,999</td> <td>\$2,000</td> </tr> <tr> <td>\$25,000 - \$99,999</td> <td>\$3,250</td> </tr> <tr> <td>\$100,000 - \$249,999</td> <td>\$7,000</td> </tr> <tr> <td>\$250,000 - \$499,999</td> <td>\$10,000</td> </tr> <tr> <td>\$500,000 - \$1,999,999</td> <td>\$13,500</td> </tr> </tbody> </table>					Total Expenditure (3 Yr. Avg.)	Local Distance Learning Allocation	\$1 - \$9,999	\$1,000	\$10,000 - \$24,999	\$2,000	\$25,000 - \$99,999	\$3,250	\$100,000 - \$249,999	\$7,000	\$250,000 - \$499,999	\$10,000	\$500,000 - \$1,999,999	\$13,500
Total Expenditure (3 Yr. Avg.)	Local Distance Learning Allocation																	
\$1 - \$9,999	\$1,000																	
\$10,000 - \$24,999	\$2,000																	
\$25,000 - \$99,999	\$3,250																	
\$100,000 - \$249,999	\$7,000																	
\$250,000 - \$499,999	\$10,000																	
\$500,000 - \$1,999,999	\$13,500																	
Total State Distance Learning Allocation		\$0																
DISTANCE LEARNING CALCULATOR - FIGURE 4b																		
Distance Learning																		
GED ONLINE TEACHERS																		
Experience		Allocation		Name of Teacher														
Experienced or New		Salary:	\$0.00															
		Training:	\$0.00															
Experience		Allocation		Name of Teacher														
Experienced or New		Salary:	\$0.00															
		Training:	\$0.00															
Experience		Allocation		Name of Teacher														
Experienced or New		Salary:	\$0.00															
		Training:	\$0.00															
DISTANCE LEARNING CALCULATOR - FIGURE 4c																		
GED CONNECTIONS/ WORKPLACE ESSENTIAL SKILLS																		
		Allocation		Name of Teacher														
		Salary:	\$0.00															
		Travel:	\$0.00															
		Allocation		Name of Teacher														
		Salary:	\$0.00															
		Travel:	\$0.00															
Total Federal Distance Learning Allocation		\$0.00																
Total Distance Learning Allocation		\$0.00																

See Distance Learning tab of the Bid Budget to complete this calculator.

**E. One Stop Allocation (See figure 5)**

**1. Established Program Applicants**

The Missouri Department of Elementary and Secondary Education encourage local Adult Education and Literacy (AEL) programs to provide equitable support to partner activities within the One-Stop System. The financial support of operations within a “WIB Designated Full Service Center” will be an allowable use of AEL funding.

The level of support will be determined in accordance with the cost allocation guidelines and/or Memorandum of Understanding. The One-Stop Operator and AEL partners must work cooperatively to determine the cost-sharing method and level of AEL support of One-Stop operations. Core, Performance and Incentive Funding generated from One-Stop participation will be used to support operational costs. While the method to determine the allowable cost will likely be based on square footage, AEL funds may only be used to support salaries, equipment, instructional materials, and supplies.

Each AEL Program Director will determine all local program and funding decisions. The determination of AEL program offerings within One-Stops will be based on the same local criteria used in other site locations. The criteria may include a supportive referral system, sufficient participation, flexible scheduling and program effectiveness in comparison to the costs necessary to make AEL programming sustainable.

The One-Stop Allocation will be driven by instructional time within One-Stop Career Centers. The funds are distributed to programs on contact-hours from Fiscal Year 2004. The hours are multiplied by seventy-cents (\$.70) per hour. The One-Stop Allocation is allowable for programs with an established working relationship with One-Stop Career Centers. The One-Stop Allocation is not guaranteed every year.

**Figure 5**

ONE-STOP CALCULATOR		
	FY 04	Multiplier
One Stop Hours	0	\$0.70
Total One Stop Allocation		\$0

**See the One Stop tab of the Bid Budget to complete this calculator.**

**F. Supplemental Literacy Allocation (See figure 6)**

Supplemental Literacy was developed to support the need for trained volunteers to serve as tutors for Adult Education and Literacy participants whose basic literacy skills (Reading, Mathematics, Writing, and English language skills) are at the lowest Educational Functioning Levels. Generally, AEL participants’ whose first language is English, and whose skills in the above subject areas are at or below grade equivalent 5.9, are considered “Literacy Students” in Missouri Adult Education and Literacy class sites. Immigrants whose basic literacy skills in the above subject areas are at Educational Functioning Level 4 or lower (CASAS 220 or lower) are considered “Literacy Students.”

Supplemental Literacy Funding was established to financially support programs that develop and maintain a cadre of trained volunteers and a Literacy Coordinator.

To receive Supplemental Literacy funding, programs must follow the rules and guidelines for Supplemental Literacy as described in the AEL Literacy Coordinator Handbook.

### 1. Established Program Applicants

For programs that currently provide Supplemental Literacy, the Supplemental Literacy Allocation will be based on literacy hours from Fiscal Year 2004.

### 2. New Program Applicants

Programs beginning participation in Supplemental Literacy may receive \$2,000 dollars for beginning these services. Place an (x) in the start up column. A total of 200 literacy hours must be generated to receive payment.

**Figure 6**

SUPPLEMENTAL LITERACY CALCULATOR		
	<b>FY 04</b>	<b>Start Up</b>
<b>Literacy Hours</b>	<b>0</b>	
Hours	Supplemental Literacy Allocation	
Start Up	\$2,000	
200 - 500	\$2,000	
501 - 1,000	\$4,000	
1,001 - 1,500	\$7,500	
1,501 - 2,000	\$10,000	
2,001 - 4,000	\$15,000	
4,001 - 6,000	\$30,000	
6,001 - 8,000	\$35,000	
8,001 - 10,000	\$50,000	
10,001 - 20,000	\$60,000	
20,001 or more	\$70,000	
<b>Total Supplemental Literacy</b>		<b>\$0</b>

See Supplementary Literacy tab of the Bid Budget to complete this calculator.

**G. Adult Education & Literacy Budget (See figure 7)**

*The Adult Education & Literacy Budget is broken down by line item. The line items are defined as follows:*

**1. Expenditure Object Codes**

Expenditure Object means the service or commodity obtained as a result of a specific expenditure. An expenditure object code is based on how a particular expenditure is paid out or planned to be paid out, whether as a salary, an employee benefit, a purchased service, a supply item, a capital outlay, or debt expenditure.

- 6110 Certified Salaries - Amounts paid to employees who are considered to be in a position of permanent nature or hired temporarily substituting for those in permanent positions. Full-time, contract, and prorated portions of the costs are for work performed by teachers and administrators who are considered to be in positions of a permanent nature.
- 6150 Classified Salaries - Full-time and prorated portions of the costs for work performed by typically non-certificated employees and certificated employees who are employed in non-teaching positions of a permanent nature. This category includes all teacher aides and secretaries whether certificated or non-certificated.
- 6200 Employee Benefits - Amounts paid on behalf of employees, not included in the gross salary, but are over and above. Such payments are fringe benefits; and while not paid directly to employees, nevertheless are part of the cost of salaries and benefits. These charges should be distributed to functions in accordance with the salary function of the employee or group of employees.
- 6300 Purchased Services - Amounts paid for services rendered by personnel who are not on the payroll. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided in order to obtain the desired result. This category includes audit, data processing, financial, and other professional services. The Purchased Services added in Category 1 is to be used for Instructional purposes.
- 6343 Professional Development/Travel - Expenditures for transportation, meals, hotel, conference registration fees, and other expenses associated with staff traveling on business. Payments for per diem in lieu of reimbursements for lodging and meals also are charged here.
- 6360 Communication - Services provided by persons or businesses to assist in transmitting and receiving messages or information. This category includes telephone, fax, Internet, advertising, printing, and postage.
- 6400 Supplies and Materials - Amounts paid for material items of an expendable nature that are consumed, worn-out, deteriorated in use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.



6500 Equipment - Expenditures for the initial, additional, maintenance and replacement of equipment items, such as furniture and machinery. This category includes expenditures for instructional and administrative purposes.

- The budget sheet also includes the different columns showing the different allocations. The amounts figured from the calculators from the different allocations have been automatically placed into the Funding Allocations row of the budget worksheet. The different allocations are: Core Funding, Performance Funding, Data Collection, Technology, One Stop, and Supplemental Literacy. Applicants must fill in budget numbers for each column (Core, Performance, Data Collection, Distance Learning, and Supplemental Literacy). The Program Totals must match the Funding Allocations for each column.

**Figure 7**

**FY-2006 Adult Education & Literacy Budget Worksheet**

<b>Local Agency:</b>							<b>Date:</b> 12/16/04	
Category I (Instruction)	Line Item Totals		Core Funding Increase	Performance Funding	Data Collection	Distance Learning	One Stop	Sup. Literacy
6110 Certified Salaries	0		0	0	0	0	0	0
6150 Classified Salaries	0		0	0	0	0	0	0
6200 Employee Benefits	0		0	0	0	0	0	0
6300 Purchased Services	0		0	0	0	0	0	0
6400 Supplies and Materials	0		0	0	0	0	0	0
6500 Equipment	0		0	0	0	0	0	0
Category I Totals	0		0	0	0	0	0	0
Category II (Supv/Admin)	Line Item Totals		Core Funding Increase	Performance Funding	Data Collection	Distance Learning	One Stop	Sup. Literacy
6110 Certified Salaries	0		0	0	0	0	0	0
6150 Classified Salaries	0		0	0	0	0	0	0
6200 Employee Benefits	0		0	0	0	0	0	0
6300 Purchased Services	0		0	0	0	0	0	0
6343 Prof. Development/Travel	0		0	0	0	0	0	0
6360 Communication	0		0	0	0	0	0	0
6400 Supplies and Materials	0		0	0	0	0	0	0
6500 Equipment	0		0	0	0	0	0	0
Category II Totals	0		0	0	0	0	0	0
Program Totals	0		0	0	0	0	0	0
Funding Allocations	0		0	0	0	0	0	0
								Admin: #DIV/0!

**See Budget tab of the Bid Budget to complete this calculator.**

**3.2.8** After an initial screening process, a question and answer conference or interview may be conducted with the bidder, if deemed necessary by the Department. In addition, the bidder may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the Department.

**3.3 Miscellaneous**

The bidder should submit Miscellaneous Information, to document whether the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official.

See Section 3.3 of the Bid Application.

### 3.4 MINIMUM QUALITY ASSURANCES

*The contractee agrees to:*

- A. Provide instruction at no cost to students.
- B. Make provisions for adequate classrooms, furniture, and storage for students and instructors.
- C. Plan for and provide facilities and instruction accessible to persons with disabilities.
- D. Provide sufficient textbooks, standardized tests, and other instructional materials to meet the individual needs of students.
- E. Inform adults in the areas served of the times and locations of classes.
- F. Document each student's progress and mastery of instructional objectives.
- G. Employ well-qualified teachers who are properly certified by the Missouri Department of Elementary and Secondary Education.
- H. Provide information about the availability of additional training for AEL students upon the completion of their AEL training.
- I. Include people on the AEL advisory committee to represent all areas served.
- J. Provide assistance for each new teacher the first class session and until the director is satisfied that the teacher could handle the class without assistance.
- K. Provide regular and systematic supervision and evaluation of each teacher at each site.
- L. Record and keep on file, enrollment and follow-up information on all students in Adult Education classes.
- M. Ensure the program's activities and plans conform to regulations outlined in the Missouri State Plan for Adult Education including Appendix C. <http://dese.mo.gov>
- N. Enter into a Memorandum of Understanding as may be required by the Workforce Development Act

**STATE OF MISSOURI  
DEPARTMENT OF ELEMENTARY & SECONDARY EDUCATION  
TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Elementary and Secondary Education**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Applicant** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Awardee** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

**3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- e. The IFB is available for viewing and downloading on the departments' website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

#### **4. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the Department and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

#### **5. SUBMISSION OF BIDS**

- a. Bids may not be submitted electronically as indicated in the IFB. Delivered bids must be sealed in an envelope or container, and received in the Department office located at 205 Jefferson Street in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Department address shown on first page. However, it shall be the responsibility of the bidder to ensure their bid is in the Department office (address shown on front page) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department office may be modified by signed, written notice which has been received by the Department prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department office may only be withdrawn by a signed, written notice or facsimile which has been received by the Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to the Department must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the full compliance with those documents is indicated elsewhere within the response.

#### **6. BID OPENING**

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the department's website after the official opening date and time. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### **7. PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMO. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## **8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DESE reserves the right to reject any and all bids.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMO following the official opening of bids.
- k. The Department posts all bid results on the website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The Department reserves the right to request clarification of any portion of the response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by the Department.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) The Department's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMO.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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